

A. G. Contract No.KR94 0314TRN
JPA No.: 94-24
Project: Trash Receptacles
Section: US-93 Hoover Dam

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

THIS AGREEMENT is entered into 11 May, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
U.S. DEPARTMENT OF THE INTERIOR, NATIONAL PARKS SERVICE, acting
by and through its CONTRACTING OFFICER (the "NPS").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The NPS is empowered by the Federal Grant and
Cooperative Agreement Act of 1977 (PL 95-224) and has resolved
to enter into this agreement and has authorized the undersigned
to execute this agreement on behalf of the NPS.

3. The State has identified a requirement for a trash
receptacle on US-93 in the vicinity of Hoover Dam at milepost
12.8 for the safety and benefit of the motoring public. The
NPS has agreed to provide, maintain and service the receptacle
at an estimated annual cost of \$2,500.00, all at State expense.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO.	<u>18566</u>
FILED WITH	SECRETARY OF STATE
Date Filed	<u>05/11/94</u>
	<u>Richard Mahoney</u> Secretary of State
By	<u>Vicky Greenwood</u>

II. SCOPE

1. The NPS will:

a. Furnish one (1) each three (3) yard trash receptacle on US-93 at milepost 12.8. Repair or replace damaged receptacle as required.

b. Provide trash pick up services two (2) times per week on Monday and Friday.

c. No more often than monthly, invoice the State for receptacle rental and services fees in strict accordance with the rates reflected on Exhibit A, which is attached hereto and made a part hereof; said exhibit may be replaced or updated as necessary or appropriate upon agreement of the parties hereto.

2. The State will:

a. Reimburse the NPS within thirty (30) days after receipt of invoices.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

2. This agreement shall become effective upon filing with the Arizona Secretary of State, and may be amended in writing by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. Applicable laws and regulations of the State and the Federal Government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and the Federal Government, and acceptable to the State and the Federal Government.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Manager, Contract Maintenance Services
1655 West Jackson Street, Mail Drop 118F
Phoenix, AZ 85007

National Park Service
Chief Administrative Officer
601 Nevada Highway
Boulder City, NV 89005

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

U.S. DEPARTMENT OF INTERIOR
National Parks Service

STATE OF ARIZONA
Department of Transportation

By Alan O'Neill
ALAN O'NEILL
Superintendent

By Robert P. Mickelson
ROBERT P. MICKELSON
Chief Deputy State Engineer

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RATE SCHEDULE

Receptacle service fee	\$23.21 per service
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RESOLUTION

BE IT RESOLVED on this 9th day of February 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the National Park Service for the purpose of defining responsibilities for the furnishing, maintaining and servicing of trash receptacles on US-93 near Hoover Dam.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.

for: 
LARRY S. BONINE
Director



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-0314-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 5th day of May, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G